

Rec. § _____

This instrument Prepared by:
Austin T. Dailey, Esq.
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, FL 34471

Record and Return To:
City of Ocala
Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, Florida 34471
Attn: Karen Cupp, Development Coordinator

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT ("Amendment"), is entered into effective as of the _____ day of _____, 2025, by and between:

- **City of Ocala**, a Florida municipal corporation (hereafter referred to as "City");
- **SUNBELT LAND FUND I-OCALA SOUTH LLC**, a Florida limited liability company (hereafter referred to as "Owner" or "Developer"), having a mailing address of 17 NE 4 ST, FORT LAUDERDALE, FL 33301.

WITNESSETH

WHEREAS, City and Longreen Farms, Inc., a New York corporation ("Original Owner") and SWC Management, LLC, a Florida limited liability company ("Original Developer") entered into that certain Developer's Agreement dated June 21, 2022 and recorded in Official Records Book 7815, Page 793, Public Records of Marion, County, Florida (hereafter referred to as the "Developer's Agreement") relating to that certain real property as described therein (hereinafter referred to as the "Property"); and

WHEREAS, at the time of the Developer's Agreement, Original Developer had the Property under contract with Original Owner for purchase and development purposes; and,

WHEREAS, Original Developer assigned its rights and obligations under the Developer's Agreement to Owner prior to the closing of the Property purchase; and,

WHEREAS, Owner has since completed the acquisition of the Property and is now the owner of record and the successor to Original Developer under the Agreement; and,

WHEREAS, the City and Owner are now the sole parties to this Agreement, with all references to Original Developer and Original Owner removed or amended to reference **SUNBELT LAND FUND I-OCALA SOUTH LLC, a Florida limited liability company**; and,

WHEREAS, Owner obtained approval from Marion County for a PUD modification in order to utilize Transfer of Development Rights (TDR) credits to increase the number of permitted multi-family units from 288 to 360 and modify utility connection plans; and,

WHEREAS, City and Owner have agreed to adjust certain timeframes for the completion of Developer's obligations under the Agreement to better reflect current circumstances and ensure the successful fulfillment of all terms; and,

NOW THEREFORE, in consideration of the foregoing matters (which are incorporated herein by reference) and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree that the terms of the Developer's Agreement are hereby amended as follows:

1. **Incorporation of Recitals.** The parties agree and confirm that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.

2. **Modification of Provision Relating to Improvements.**

2.1. Section 3.1.2 of the Developer's Agreement are hereby deleted in its entirety and replaced with the following:

3.1.2. A 8" water main from the existing 16" water main within the north side of SW 52nd St Right-of-Way, to the Property.

2.2. Section 3.2, 3.3 and 3.4 of the Developer's Agreement are hereby deleted in their entirety and replaced with the following:

3.2. Developer shall construct the Improvements within two (2) years from the Effective Date of the First Amendment to Developers Agreement.

3.3. Developer shall provide to the City a current title opinion acceptable to the City which attests to Developer's ownership of the Property within 30 days from the Effective Date of the First Amendment to Developers Agreement.

3. **Removal of Provision Relating to Acquisition.** Section 8 of the Developer's Agreement are hereby deleted in its entirety.

4. **Modification of Provisions Relating to Notice.** Sections 9.1.1.2 and 9.1.1.3 are hereby deleted in their entirety and replaced with the following:

9.1.1.2. For Owner/Developer:

SUNBELT LAND FUND I-OCALA SOUTH LLC

Attn: Raymond Mazzie

17 NE 4 ST

FORT LAUDERDALE, FL 33301

With Copy to:

Austin T. Dailey.

Klein & Klein, LLC

40 SE 11th Avenue

Ocala, FL 34471

10. **General Provisions.**

- 10.1. **Prior Agreement.** Except as hereby amended, the terms of the Developer's Agreement shall remain in full force and effect.
- 10.2. **Headings.** The headings contained within this Amendment are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Amendment.
- 10.3. **Counterparts.** This Amendment may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart.
- 10.4. **Gender.** As used in this Amendment, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

THEREFORE, the parties have executed this Amendment on the day and year first written above.

[THIS SPACE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.]

City of Ocala, a Florida municipal corporation

Angel B. Jacobs
City Clerk

Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality

William Sexton
City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Kristen M. Dreyer, as City Council President of the City of Ocala, Florida, a Florida municipal corporation, on behalf of the City.

Notary Public, State of Florida

Name: _____
(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

_____ Personally known OR

_____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

AS TO DEVELOPER

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

**SUNBELT LAND FUND I-OCALA SOUTH LLC,
a Florida limited liability company**

By: MERRIMAC SWC OCALA, LLC, its Manager

By: _____
Dev Motwani, its Manager

Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this this _____, 2024,
by Dev Motwani, as Manager of MERRIMAC SWC OCALA, LLC, a Florida limited liability company,
as Manager of **SUNBELT LAND FUND I-OCALA SOUTH LLC, a Florida limited liability
company** on behalf of the company.

Notary Public, State of _____
Name: _____

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

____ Personally known OR

____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____